

To Whom it may concern,

This letter is to serve as clarification and my public input for the Historic Wolf Creek Boatworks. I have always dealt with the USFS and the Alaska Mental Health Land Trust (AMHLT) honestly and with open, clear communication. In the last 18 months, I have witnessed the deterioration of the relationship with the USFS at an alarming pace. The change in personnel and the exchange of information as time and people moved on, seems to have created a great deal of misinformation. That misinformation keeps getting repeated as fact, to create a scenario that would allow this land exchange to take place. The communications between myself and the members of the MHLT have been a one-way street, with brief answers from them indicating they would work with me on a solution. The attached emails will clearly show where I acted in good faith with both the USFS and with AMHLT. I will not go into all the details in this opening paragraph but, suffice it to say, the things AMHLT agreed to and said they would do never happened and now I am forced into a corner to fight for my home and business. After 25 years of meeting all the guidelines and requirements set forth by the USFS to operate the Boatworks, live on the land, complete all the required improvements at my own expense, it is disheartening to have to go up against not one, but two, large government agencies, simply to protect it. I hope the emails and data will clarify any misconception about dates and times and what was said, as well as offer a few solutions other than a kiosk and data gathering. The preservation of the Wolf Creek Boatworks should be a top priority for The USFS, SHPO and NHPO. I know the AMHLT has no interest in the preservation, but rather in the profit. But that position, is clearly in the minority of those of us in SE Alaska.

**1. The following items are misinformation that needs to be corrected for clarity.**

- a. Permitting of Wolf Creek Boatworks has always been for both a commercial boat shop and a house for residency.
- b. I never agreed to the removal plan or the eviction, as stated by Ranger Earl Stewart. Which he also restated in a letter recapping the conference call held on April 8<sup>th</sup>, 2020. At the time I signed the eviction, Mr. Stewart assured me it was a signature of acknowledgment that I received the eviction letter NOT a signature of agreement. In fact, the removal plan is flawed on several levels and physically cannot be accomplished. The Boatshop and house are connected, and the house is more than 50 years old making it eligible to be a historic building as well. The Power house holds two turbines and one is 125 years old. So, the directive to remove historic buildings or destabilize them by removing adjoining buildings is an "Action" directed by the USFS, which I will not take.
- c. James King of the USFS stated in the teleconference on April 8<sup>th</sup> 2020 that in 2015 the ranger decided that he would not renew the lease. The district Craig district ranger Matt Anderson never visited Wolf Creek and he never indicated that the lease would not be renewed until 2018 (see attachment USFS Matt Anderson Sept 2018). Even at that time, he did not indicate, in any way, that I would be evicted. How did he come to this decision and on what date? He never visited the site or conferred with me in person. We only had a few short telephone conversations, emails and texts messages. It was not until 2018 when I had not received any updates or replies to my emails that I called and he told me they were having a

hard time reissuing a permit because it did not seem to be a business. He then asked me to provide some documentation showing that it was a business, which I did. That was the last time I ever heard from him. If the ranger had made the decision in 2015 not to renew the lease as stated by James King of the USFS, why then was an eviction not issued at that time? Why was he still asking me for documentation to justify a new permit, if the decision had been made not to renew my permit? Once again, the USFS either through negligent behavior, oversight or potentially another reason, did not deal with me honestly and transparently.

- d. It was stated during the teleconference, that the people involved in the Programmatic Agreement (PA) did not know that the buildings were owned by Sam Romey. This shows that the process is again flawed, at best, and recklessly submitted, at worst. The people involved were not communicating with each other in an investigative capacity. AMHLT knew in October of 2015 that I owned the property (see emails) and chose to remain silent during the investigation. This is clear in the emails between Paul Slenkamp and myself (see email AMHLT Paul Slenkamp oct 2015, AMHLT Paul Slenkamp aug 2016 and in email AMHLT David Griffin sept 2016), and again in September of 2016, which also included David Griffin and Wyn Menefee. The USFS has known since 1994 when I purchased the buildings.

## **2. Correspondence between USFS and Sam Romey**

- a. Emails between myself and Mel Slaton of the USFS clearing stating that a permit was in the works with no reservation as of late 2015 (see email attachment USFS Mel Slayton sept 2015). In fact, emails going all the way back to 2013 and referencing previous conversations of doing a longer term lease.
- b. Emails between myself and District ranger Matt Anderson clearly discussing the renewal of the lease in 2018. (see email attachment USFS Matt Anderson sept 2018).

## **3. Correspondence between AMHLT and Sam Romey**

- a. As the owner of the buildings at Wolf Creek I was proactive in trying to be involved and get a resolution as soon as I found out there was going to be a land swap. Several times, I tracked down and contacted AMHLT only to be shined on and told that they would be including me in the process, willing to sell or lease to me and each time, saying they would get back to me. This never happened (See previously mentioned AMHLT emails). It should be noted, when the property was involved in the 106 PA, AMHLT never offered the information about being in communication with the owner of the buildings. They sat quietly, and let the "investigation" take an erroneous direction. AMHLT is not in the business of preservation and did not want an resolution that included preserving Wolf Creek.

## **4. Flawed section 106 process and corrective options**

- a. The current section 106 process was flawed and still is. This amendment for the land exchange is a bandaid attempt to ram the process through without publicly advertising and seeking public comment on the scale it was originally designed to do. It also has the fox (AMHLT) guarding the henhouse. The correct and proper 106 process should have been done when the eviction notice was given and that should have been done in 2015 between

Myself and the USFS and SHPO. If what James King states is true, that in 2015 it was decided that the lease would not be renewed it should have been done at that time. But we know that is not the case because I have the emails that state that there were no intentions at that time not to renew the lease. (again see email attachment USFS Mel Slayton sept 2015).

**5. Reversing precedent set by the USFS by the USFS.**

A previous decision of USFS to not do a land swap with Wolf Creek because of historic adverse effect happened in 1998. The USFS, SHPO and several other agencies decided that this very parcel of land which Wolf Creek sits on was could not be swapped because it would create an adverse effect on the historic buildings (see attachment State Historic preservation Officer). This has not changed and a land swap with Mental Health will absolutely create an adverse effect.

**6. The decision by the USFS to not renew the lease and to issue an eviction notice has created an adverse effect on the historic buildings.**

Let's be very clear, The USFS is creating an adverse effect on historic buildings. This, by the USFS's own guidelines requires a separate and complete section 106 investigation. This is being bypassed and circumvented to meet a deadline. As the owner of the buildings, I should be a signatory and I am not. Neither are the members of organized Village of Kassan (OVK), village of Hydaburg and the members of Sealaska. The public is not getting the full advertising in publications for the duration required comment period.

**7. Precedent of court order of previous land swap.**

- a. As OVK president Ron Leighton stated there was a land swap that took place on Kasaan Island in Happy harbor and law suit followed in 1988. This land swap involved special use permits as well and the courts ruled in favor of the people leasing the land. See precedent law summary. <https://law.justia.com/cases/federal/appellate-courts/F2/860/341/465459/>

**8. Land swap law document**

The lands act states the following

*See, e.g., S.131 - Alaska Mental Health Trust Land Exchange Act of 2017, SEC. 4. LAND EXCHANGE.* (c) Valid Existing Rights. -- The conveyances under subsection (a) shall be subject to any valid existing rights, reservations, rights-of-way, or other encumbrances of third parties in, to, or on the Federal land and the non-Federal land as of the date of enactment of this Act.(emphasis added).

Both AMHLT and the USFS have continued to reiterate that the land is encumbered and it was, indeed, encumbered as of the date of enactment. In fact, Wyn Menefee of the AMHLT lands trust has stated it must be unencumbered before they receive it and I must relinquish all claims to the building, if they are with the land. I am stating for the record I do not. As all parties have agreed that the property is encumbered by a third party on federal land on the day of the enactment, I have existing rights. These rights need to be addressed and the land conveyed, as was done in Happy Harbour, and in Cholmondeley Sound.

**9. Acceptable resolution option**

There are several acceptable solutions with variations on each solution.

- a. USFS transfer of the land to Sam Romey under the language provided in the Lands exchange act and the existing law precedent.
- b. USFS transfer the land to a non-profit historic preservation organization to be managed and made available to the public as a working museum.
- c. USFS remove the land from the exchange and retain ownership of the land and continue to lease the land with a new defined purpose as a historic site/working museum and contribute to the upkeep and maintenance of the buildings and site.
- d. To facilitate the exchange in a timely manner the USFS and the MHLT remove roughly 1500 feet by 1500 feet around Wolf Creek boat works and seek a legal ruling from the courts on the disposition. This would allow the land exchange to move forward and put the disposition of the land squarely and correctly to be defined by the courts.

Thank you for your consideration,

Sam Romey

Wolf Creek Boatworks